2004

SUPREME COURT OF THE UNITED STATES.

No. 68.

ALTON R. EASTON, PL'FF IN ER.,

vs.

THOMAS L. SALISBURY.

IN ERROR TO THE SUPREME COURT OF THE STATE OF MISSOURI.

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THE STATE OF MISSOURI, *ss:*

Be it remembered that on the 28th day of September, A. D. 1856, there was filed in the office of the clerk of the supreme court of said State, held at St. Louis, a transcript of the record and proceedings in a certain cause, as follows, to wit:

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that heretofore, to wit, on the 15th day of January, A. D. 1853, there was filed in the office of the clerk of the St. Louis court of common pleas within and for the county aforesaid, a certain petition, which is in the words and figures following, to wit:

Petition.

ALTON R. EASTON, plaintiff,
v.
THOMAS L. SALISBURY, defendant.

In the St. Louis court of common pleas, February term, 1853.

Plaintiff states that on the ninth day of July, 1811, the board of commissioners for the adjustment of land titles in the then Territory, now State of Missouri, confirmed to James Smith lots numbers nine and ten, containing two arpens of land in the village of Little Prairie, county of New Madrid, in said Territory, under which confirmation a certificate was issued by said board, numbered 1116, a copy of which is herewith filed and made a part hereof; that afterwards said lots, while still owned by said Smith, having been materially injured by earthquakes, proof of such injury was in due form of law, on the eighteenth day of May, 1815, made to the recorder of land titles of said Territory, who thereupon, on the 16th day of November, 1815, issued a certificate of new location of that date, commonly called a New Madrid certificate, and being numbered one hundred and fifty-nine, a copy of which is herewith filed and made a part of this petition; that on the twenty-second day of October, 1816, said Smith and his wife, by deed of that date, conveyed to Rufus Easton the above-mentioned two arpents of land situated in said village of Little Prairie, and so as aforesaid confirmed to said Smith; also conveyed and assigned to said Easton the right and privilege of locating, under said certificate number 159, other land in lieu of that so injured, and also conveyed to said Easton the land that might be located under said

certificate; that on the first day of November, 1816, said Easton located and gave notice to the surveyor general of said Territory of the location of said certificate in a tract of land about two miles west of the then town of St. Louis, and requested a survey thereof; that in the month of March, 1818, a survey in pursuance of said location of the land located was made under the authority of the United States, which survey is numbered 2491 among the United States surveys, a plat of which is herewith filed as a part of this petition, and the land hereby embraced is within the county of St. Louis; that the land so located and surveyed was thenceforth held and claimed by the said Rufus Easton until the twenty-fifth day of June, 1826, on which day, by his deed of that date, a copy of which is herewith filed as a part of this petition, the original not being in the possession or under the control of the plaintiff, said Easton conveyed said land to William Russel; that on the twenty-eighth day of May, 1827, the United States issued to said James Smith or his legal representatives a patent for the lands so located and surveyed, a copy of which patent is herewith filed as part of this petition, the original not being in the possession or under the control of the plaintiff; that said Russell, by his deed dated February the nineteenth, 1839, *is* herewith filed as a part hereof, conveyed said land to Joseph G. Easton, who, by his deed dated March the eighteenth, 1845, which is herewith filed as a part hereof, conveyed said land to the plaintiff, who thereby became, and ever since has been and still is, the owner in fee simple of said land, and entitled to the possession thereof.

Plaintiff further states that on or as early as the first day of January, 1852, the defendant wrongfully entered into the possession and has ever since continued and now is in the possession of a portion of said land embraced in said survey numbered 2491, and during all that time has unlawfully withheld and still unlawfully withholds from the plaintiff such portion, and has received the rents and profits thereof, which portion is, for the purpose of identification, described as follows, to wit: the piece or pieces of ground embraced in what is designated as lots numbers one, two, three, four, five, six, seven, and eight, in block number sixty-two, on a plat of what is called Stoddard addition, which plat is filed in the office of the recorder of St. Louis county. Said description is given to said ground so in possession of said defendant solely for the purpose of identifying it, and the plaintiff does not thereby recognise or approve said plat or addition, (both of which were made without the authority or approbation of the plaintiff, the validity of which he altogether denies;) by means whereof the plaintiff has sustained damages up to the present time to the amount of one hundred dollars. Plaintiff asks judgment that the defendant do forthwith deliver up to the plaintiff the possession of said withheld premises. Also a judgment for the damages aforesaid, and a judgment for the rents and profits of the said premises at a

just rate from the commencement of this suit until the possession of said premises should be returned to him. Plaintiff also asks for such further and other judgment or relief as he shall be entitled to under the facts of the case.

CHARLES GIBSON,
GEYER & DAYTON,
Plff.'s Attorneys.

STATE OF MISSOURI,
County of St. Louis, ss:

Charles Gibson, one of the attorneys for the plaintiff, being sworn, says he believes the matters in the above petition as therein stated are true.

C. GIBSON.

Sworn to and subscribed before me this 15th day of January, 1853.

PHILIP TIPPETT, *Clk.*

Thereupon issued the following summons, to wit:

Summons.

The State of Missouri to the sheriff of St. Louis county, greeting:

We command you to summon Thomas L. Salisbury to appear before the judge of our St. Louis court of common pleas on the first day of the next term thereof, to be held at the city of St. Louis, within and for the county of St. Louis, on the first Monday of February next, then and there to answer the complaint of Alton R. Easton, as set forth in the annexed petition, and have you then and there this writ.

Witness Philip Tippett, clerk of our said court, with the seal thereof hereto affixed, at office in the city of St. Louis, this 15th day of January, in the year of our Lord, 1853.

[SEAL]

P. TIPPETT, *Clk.*

Thereupon the sheriff made the following return:

Sheriff's Return.

Executed this writ in the county of St. Louis on the 15th day of January, 1853, by delivering to the within-named defendant, Thomas L. Salisbury, a certified copy of the within writ and petition as furnished by the clerk.

JOHN M. WIMER, *Sheriff.*
By THOS. CHADBOURNE, *Deputy.*

And afterwards, to wit, on the 12th day of February, A. D. 1853, the following answer was filed:

Answer.

ALTON R. EASTON, plaintiff,
v.
THOMAS L. SALISBURY, defendant.

The defendant comes and says, that as to the several allegations made by the plaintiff relative to the origin and deduction to himself of a supposed title to the land mentioned in the petition under the New Madrid location therein spoken of, and also relative to the location and position in fact of the land embraced within the survey of said location, the said defendant has no knowledge sufficient to form a belief; and so far as the plaintiff seeks or proposes to prejudice or in any wise damnify the defendant by virtue of said title or any title deduced or derived therefrom, the defendant prays that the said plaintiff be held to strict and positive proof of each and every material allegation touching said title and location. The defendant says that the plaintiff is not the owner in fee or otherwise of the land mentioned in the petition as being in the possession of the defendant, and that the said plaintiff is not entitled to the possession thereof.

Defendant says that he holds the land mentioned in the petition of plaintiff as being in his possession by derivative title from the heirs of Amos Stoddard, to whom a larger tract of land embracing and containing the land in the petition mentioned as being in the possession of defendant was confirmed by the Congress of the United States by act of date July 4, 1836.

Defendant states that the larger tract contained three hundred and fifty arpens of land, and that the claim thereto of the said Stoddard arose as follows: On the 21st day of January, 1800, one Mordecai Bell presented a petition to the lieutenant general of Upper Louisiana praying the grant of three hundred and fifty arpens of land. That on the 29th day of January, A. D. 1800, an order of survey was made by the lieutenant governor directing the surveyor to put the petitioner in possession of the land by him prayed for; that on the 21st day of January, 1806, James Mackay, deputy surveyor, made a survey of said tract of land which was duly recorded; that said Bell sold his interest in said claim to James Mackay on the 29th of May, 1804, and the said Mackay sold the same to Amos Stoddard on the 26th September, 1805; that the claim aforesaid and the evidence thereof were in due time and according to law presented to the recorder of land titles in the district of Louisiana, and filed in his office, for the purpose of being investigated by the commissioner appointed for ascertaining the rights of persons claiming lands in the territory of Louisiana; that on the 10th day of October, 1811, the board of commissioners aforesaid *referred* to confirm said claim; whereupon the same was by law reserved from location or other disposition until the 4th of

July, 1836, when the United States confirmed the said claim to the said Amos Stoddard; all of which the said defendant will prove as the court may direct; and so the said defendant says that the title of himself, deduced under the said Amos Stoddard, is preferable to that of the plaintiff as shown in his petition, and defendant accordingly prays that the plaintiff may take nothing by his said suit, and that the same be dismissed, and that the said plaintiff be adjudged to pay to him the costs of this suit and of the defence thereof.

THOS. T. GANTT, *P. D.*

Thomas L. Salisbury, being duly sworn, says on oath that the aforegoing answer is, as he verily believes, true.

THOMAS L. SALISBURY.

Sworn to and subscribed before me this 12th day of February, 1855.

C. W. HICKS, *Clerk.*

And afterwards, to wit, on the 19th day of July, 1855, the following agreed case was filed:

Agreed case.

ALTON R. EASTON
vs.
THOMAS L. SALISBURY.

In the St. Louis court of common pleas.

The parties submit the controversy in this cause to the court upon the following case, to wit:

On the 9th of July, 1811, there were confirmed to James Smith, by the commissioners for the adjustment of titles to land in the territory of Missouri, lot nine and ten, (9 and 10,) containing two arpens of land, in the village of Little Prairie, in the county of New Madrid, State of Missouri. Afterwards these lots, while still owned by said Smith, were materially injured by earthquakes, and proof thereof was made before the recorder of land titles at St. Louis, on the 16th of November, 1815, whereupon there was issued by said recorder to said James Smith a certificate of new location, (commonly called a New Madrid certificate,) numbered 159. On the 22d of October, 1816, said Smith and wife conveyed to Rufus Easton the said two arpens in Little Prairie, and assigned to him the right to locate other lands under said certificate in lieu of the land so injured, and also conveyed to said Easton the land that might be located by means of said certificate. On the 16th of November, 1816, Easton gave notice to the surveyor general of said territory

of Missouri of the location of said certificate on a tract of land about two miles west of the city of St. Louis, and demanded a survey thereof. In March, 1818, a survey was made, by direction of the surveyor general, in pursuance of said selection, and was duly returned and approved by said surveyor general; said survey is numbered 2491, and the land thereby designated embraces the land in controversy, and is within St. Louis township, in St. Louis county, Missouri. By virtue of the premises, Easton held said land, claiming the same until 1826, when he conveyed the same to William Russell. On the 28th day of May, 1827, the United States issued a patent on said location for said land to James Smith or his legal representatives. On the 19th of January, 1839, said William assigned and conveyed all his interest in said land to J. G. Easton, who on the 18th of March, 1845, conveyed and assigned the same to plaintiff. Defendant is in possession of the land described in the petition, and the same is within the boundaries indicated by said survey and patent.

On the 20th January, 1800, a concession was made by the Spanish lieutenant governor to one Mordecai Bell of three hundred and fifty arpens of land, including the premises in controversy. The representatives of Mordecai Bell, on the 29th of June, 1808, presented the claim for said land, together with a descriptive plat of survey thereof, to the board of commissioners for the adjustment of land titles in the territory of Missouri. The documents showing said claim and the derivative title from Mordecai Bell were duly recorded in 1808 by the recorder of land titles for the territory of Missouri. And on the fourth day of July, 1836, the United States confirmed said claim, according to said plat of survey, to the legal representatives of M. Bell—a survey of said confirmation was made by authority of the United States in — and is numbered 3026. Said survey embraces the land in dispute and all the title of the confirmee, by the act of 1836, is in the defendant. The survey numbered 2491, and also the patent dated 28 May, 1827, are in due form of law; but defendant does not admit the authority of the officers of the United States to make the one or issue the other, nor that the same were made or issued under any law. It is admitted that the land in controversy is worth more than two thousand dollars. That if the court should be of opinion that the plaintiff is entitled to recover, it is agreed that the damages shall be fixed at one cent, and the monthly value of the premises at one dollar. Either party is at liberty to turn this case into a bill of exceptions, and thereon prosecute a writ of error, or take an appeal to the supreme court of the State of Missouri, or of the United States. It is admitted that survey No 3026 was made under the authority of the United States, but the plaintiff may dispute the power of the United States as regards both the confirmation of 1836 and the survey No. 3026.

It it admitted that the plaintiff had, at the commencement of this suit, all the title that was vested in said James Smith or his

representatives by the New Madrid location and patent above mentioned.

GEYER & DAYTON,
With C. GIBSON,
Pl'ff's Attys.
THOS T. GANTT,
For T. L. SALISBURY.

And on the same day the following further proceedings were had in this cause, to wit:

Judgment.

Ejectment. THURSDAY, *July* 19*th*, 1855.

Now at this day come the parties by their respective attorneys, and, waiving a jury, file an agreed case herein, and submit this cause to the court; and the court being fully advised in the premises, doth find the issue herein joined in favor of the defendant; therefore it is considered by the court that the plaintiff take nothing by his suit in this behalf, and that the defendant go thereof without day, and recover of the plaintiff his costs and charges herein expended, and have thereof execution.

Thereupon the plaintiff files a motion to set aside the finding and judgment herein, and also a motion to set aside the finding and judgment herein, and enter a finding and judgment for the plaintiff; and said motion being submitted to the court, and by the court fully understood, it is ordered by the court that said motions be severally overruled. Whereupon said plaintiff files a bill of exceptions herein; which bill of exceptions is in the words and figures following, to wit:

In the St. Louis court of common pleas.

ALTON R. EASTON
vs.
THOMAS L. SALISBURY.

Be it remembered that on the 18th day of June, 1855, this cause was submitted to the court upon the agreed case made therein, and thereupon the court, on the 19th day of June, 1855, found and entered a judgment for the defendant, to which finding and judgment the plaintiff, by his counsel, excepted.

The plaintiff then filed the following motion to set aside said finding and judgment:

In the St. Louis court of common pleas, February term, 1855.

ALTON R. EASTON
vs.
THOMAS L. SALISBURY.

The plaintiff, by his attorney, moves the court to set aside the finding and judgment in this case for the following reasons:

1. Said finding and judgment are against law;
2. Said finding and judgment are against the facts contained in the agreed case;
3. Said finding and judgment are against the law and the facts;
4. The finding and judgment ought to have been in favor of the plaintiff and against the defendant upon the facts agreed.

GIBSON, GEYER & DAYTON,
Plff's Att'ys.

But the court overruled said motion, to which action of the court the plaintiff, by his counsel, at the time excepted.

The plaintiff, at the same time, filed the following motion and reasons to set aside said finding and judgment, and enter a finding and judgment in favor of the plaintiff:

In the St. Louis court of common pleas, February term, 1855.

ALTON R. EASTON
vs.
THOMAS L. SALISBURY.

The plaintiff, by his attorney, moves the court to set aside the finding and judgment in this case, and enter a finding and judgment for the plaintiff, because—

1. Said first-mentioned finding and judgment are against law;
2. The same are against the facts contained in the agreed case;
3. The same are against the law and the facts;
4. The finding and judgment ought to have been and ought to be in favor of the plaintiff upon the facts agreed.

GIBSON, GEYER & DAYTON,
Plff's Attorneys.

But the court overruled said motion, to which action of this court the plaintiff, by his counsel, at the time excepted, and prays that this bill of exceptions be signed by the court and made a part of the record in this case, which is done accordingly.

SAMUEL TREAT, *Judge.*

And afterwards, the following further proceedings were had in this cause in vacation, July 20th, 1855:

The plaintiff in this cause applies for an appeal to the supreme court from the judgment of the St. Louis court of common pleas.

ALTON R. EASTON, *Plaintiff.*

The plaintiff having filed a sufficient bond in accordance with the above application, I hereby grant an appeal as asked.

C. W. HICKS, *Clk.*
By S. W. EAGER, *D. C.*

July 20th, 1855.

Appeal Bond.

Which bond is in the words and figures following, to wit:

Know all men by these presents that we, Alton R. Easton, as principal, and Charles Gibson, as security, are held and firmly bound unto Thomas L. Salisbury in the sum of two hundred dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated at St. Louis, this 20th day of July, A. D. 1855.

The condition of the above obligation is such, that whereas said Easton has appealed from the judgment rendered against him and in favor of said Salisbury in the St. Louis court of common pleas for costs: Now, if the said appellant will pay all costs and damages that may be awarded against him occasioned by such appeal, and shall prosecute his appeal and shall perform such judgment as shall be given by the supreme court, and such as the supreme court may direct the St. Louis court of common pleas to give, and if the judgment or any part thereof be affirmed, that he will comply with and perform the same so far as it may be affirmed, and will pay all damages and costs which may be awarded against him by the supreme court, then this obligation to be void; otherwise to remain in full force and effect.

ALTON R. EASTON, [SEAL.]
C. GIBSON, [SEAL.]

Approved:

C. W. HICKS,
Clerk.

ST. LOUIS COURT OF COMMON PLEAS,
July 20th, 1855.

This day appeared Alton R. Easton, the principal, and Charles Gibson, the security, in the foregoing bond, and acknowledged to have executed the same for the purposes therein expressed.

In witness whereof, I hereto set my hand and affix the seal of said court, at office in St. Louis, the day and year last aforesaid. [SEAL.]

C. W. HICKS,
Clerk.

STATE OF MISSOURI,
County of St. Louis, ss:

I, Charles W. Hicks, clerk of the St. Louis court of common pleas within and for the county of St. Louis, certify that the aforegoing is a full, true, and complete transcript of the record and proceedings in the above-entitled cause, as fully as the same remains in my office.

In testimony whereof, I hereto set my hand and affix the seal of said court, at office in the city of St. Louis, this ninth day of August, A. D. 1855.

[SEAL.]

C. W. *CLERK*, *Clerk*.

Thereupon, in our said supreme court, on the 20th day of October, A. D. 1855, an assignment of errors was filed herein, in words as follows:

Assignment of Errors.

"The court below erred in giving judgment for the defendant on the agreed case."

(Signed) C. GIBSON,
For pl'tf.

And on the 27th day of October following, a joinder in error was filed herein, in words as follows:

Joinder in Error.

"The said respondent [defendant below] comes and says that there is no error in the record in this cause."

THOS. T. GANTT,
For Respondent.

Continuance.

And afterwards, on the 21st day of December following, by order of court, this cause was continued until the next term.

Argued and submitted.

Afterwards, at the March term, A. D. 1856, and on the 29th day of March, the parties came, by their attorneys, and submitted this cause to the court for decision, after having argued the same before the court. For each party there were also filed a written argument and statement of the case herein.

Afterwards, and during said March term, on the 7th day of June, A. D. 1856, judgment was rendered in this cause by our said court, as follows:

Judgment of Sup. Court.

Appeal from St. Louis court of common pleas.

ALTON R. EASTON, appellant,
vs.
THOMAS L. SALISBURY, respondent.

Now come again the parties herein, by their respective attorneys,

and the court here being now sufficiently advised of and concerning the premises, do consider and adjudge that the judgment aforesaid, in form aforesaid, by said court of common pleas rendered, be in all things affirmed, and stand in full force and effect; and it is further considered by the court that said respondent recover against said appellant his costs and charges herein expended, and have thereof execution.

(Opinion of the court filed.)

And at the same time the court delivered an opinion in this cause, which is as follows:

A. R. EASTON
vs.
T. L. SALISBURY.

Opinion of Sup. Court.

In a confiict of title between a New Madrid location and a confirmation under the act of 4th of July, 1836, as an original question, the inclination of the judgment of this court is well known; but the cases of Stoddard vs. Chambers, 2 How., 284; Mills vs. Stoddard, 8 How., 345, and Bissel vs. Penrose, 8 How., 317, in the Supreme Court of the United States, in our opinion, have settled this question. As the patent to the New Madrid claimant in the cases of Stoddard vs. Chambers and Mills vs. Stoddard bore date at a period subsequent to the 9th July, 1832, the date of the act which revived the reservation of the cla ms confirmed by the act of the 4th of July, 1836, it is maintained that th s case is distinguishable from them, inasmuch as the patent on the New Madrid certificate was dated 28th May, 1827; that the reservation of the Spanish concession expired on the 26th May, 1829, and was not revived until the 9th of July, 1832; consequently there was an interval, during which the patent was valid against the United States, and being so, the same land could not be confirmed to another by any subsequent grant, by whatever authority it may have been made.

The error in this argument consists in the assumption that there was a period during which the patent on the New Madrid location was valid against the United States. During the interval to which reference has been made, a patent might lawfully have issued for the land confirmed by the act of the 4th of July, 1836, which would have prevailed against a confirmation by that act; but as the party had a patent during this interval, it is maintained that he could not obtain another; that it was unnecessary, and would have been an act of supererogation; that having a patent, it would be hard to deprive him of his rights because he did not unnecessarily apply for and obtain another.

The ground on which we proceed may seem to be a technical one, but a departure from it would involve the violation of a principle which we do not feel ourselves at liberty to disregard. The

cases to which reference has been made shows that any location of the land made by any officer of the government whilst it was reserved from sale was purely void;—not voidable, but void. Now a void act, when done, is as though it had not been done; consequently, the patent dated the 28th May, 1827, was a nullity. It was a blank, and could confer no right whatever. The plaintiff, then, can stand on no better ground than the defendant occupied in the case of Penrose vs. Bissell. If the President of the United States should issue patents for lands whose sales is not authorized by law, and afterwards those lands should be brought into market, on what principle could the patent issued at a time when there was no authority for so doing be held to be valid for passing title to the lands described in them?

Independently of these considerations, the opinion of the Supreme Court of the United States in the case of Mills vs. Stoddard, 8 How., page 365, shows that the argument was made that a New Madrid location, if made on lands reserved from sale by reason of the Spanish claim, became valid so soon as the bar was complete against that claim, and it was met with the answer that the consequence does not seem to follow. If, during the bar, no act was done by the government to confirm the New Madrid claim, nor by the claimant to perfect his title, a removal of the bar would not prejudice any newly-acquired right.

We see no difference in principle between the certificate of location and the patent. If the prohibition implied by the reservation is sufficient to destroy the validity of the certificate, there is no reason why it should not be equally fatal to a patent. The patent may, it is true, cure irregularities in making an entry, but the objection of a want of authority renders void all executive or ministerial acts without regard to their solemnity.—Polk's Lessee vs. Wendell, 9 Cranch, 88. The reservation of the unconfirmed Spanish land claims was made by the 10th section of the act of the 3d March, 1811. That reservation continued in force without interruption, until the 26th of May, 1829, when it expired. Now, the patent on the New Madrid certificate issued on the 28th day of May, 1827, whilst the land which it covered was, by an act of Congress, reserved from sale.

The judgment will be affirmed, with the concurrence of the other judges.

WM. SCOTT.

Thereupon said appellant sued out a writ of error in this cause, to take the same to the Supreme Court of the United States, and filed his bond, with approved security, as required by law, which said bond and the approval thereof are as follows:

Bond.

Know all men by these presents that we, Alton R. Easton and

Charles Gibson, are held and firmly bound unto Thomas L. Salisbury in the full and just sum of two hundred dollars, to be paid to the said Thomas L. Salisbury, certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this eighth day of July, in the year of our Lord one thousand eight hundred and fifty-six.

Whereas, lately, at a term of the supreme court of the State of Missouri, in a suit depending in said court, between Alton R. Easton, plaintiff, and Thomas L. Salisbury, defendant, judgment was rendered against the said Alton R. Easton, and the said Alton R. Easton having obtained a writ of error of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Thomas L. Salibury, citing and admonishing [him] to be and appear at a Supreme Court of the United States to be holden at Washington, the first Monday of December next:

Now the condition of the above obligation is such, that if the said Alton R. Easton shall prosecute his suit to effect, and answer all damages and costs if he fail to make his plea good, then the obligation to be void; else to remain in full force and virtue.

A. R. EASTON, [SEAL.]
C. GIBSON, [SEAL.]

Sealed and delivered in presence of

Approved by WILLIAM SCOTT,
Presiding Judge of the Supreme Court of the State of Missouri.

THE STATE OF MISSOURI, *ss*:

I, William S. Glanville, clerk of the supreme court of the State of Missouri, held at St. Louis, certify the foregoing to be a full, true, and perfect transcript of the record and proceedings of said supreme court in the case of Alton R. Easton, appellant, against Thomas L. Salisbury, respondent, as fully as the same now remain of record and on file in my office.

In testimony whereof I hereto set my hand and the seal of said court, at office in St. Louis, this twentieth day of November, in the year of our Lord one thousand eight hundred and fifty-six. [SEAL.]

WM. S. GLANVILLE, *Clerk*.

UNITED STATES OF AMERICA, *ss*:

The President of the United States to the honorable the judges of the supreme court of the State of Missouri, greeting: [SEAL.]

Because in the record and proceedings, as also in the rendition

of the judgment of a plea which is in the said supreme court, before you, between Alton R. Easton, plaintiff, and Thomas L. Salisbury, defendant, a manifest error hath happened, to the great damage of the said Alton R. Easton, plaintiff, as by his complaint appears, we being willing that error, if any hath been, should be duly corrected, and full and speedy justice to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness the honorable Roger B. Taney, Chief Justice of the said Supreme Court, this fifth of November, in the year of our Lord one thousand eight hundred and fifty-seven.

Issued at office in the city of St. Louis, with the seal of the circuit court of the United States for the district of Missouri, dated as aforesaid.

BEN. F. HICKMAN,
Clerk C. C. U. S. Missouri District.

Allowed by

THE STATE OF MISSOURI, *ss:*

I, William S. Glanville, clerk of the supreme court of said State, held at St. Louis, herewith transmit to the Supreme Court of the United States, at Washington city, a full, true, and complete transcript of the record and proceedings in the case of Alton R. Easton, plaintiff, against Thomas L. Salisbury, defendant, as had in our said supreme court, as fully as the same [remains] of record and on file in my office.

In testimony whereof, I hereto set my hand and the seal of said supreme court, at office in St Louis, this twenty-third day of November, anno eighteen hundred and fifty-seven.
[SEAL.]

WM. S. GLANVILLE.
Clerk.

The United States of America to Thomas L. Salisbury, greeting

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Missouri, wherein Alton R. Easton is plaintiff in error and you are

defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable William Scott, presiding judge of the supreme court of Missouri, this twenty-fourth day of November, in the year of our Lord one thousand eight hundred and fifty-seven.

WILLIAM SCOTT.

Service of the above writ was this day made on me in due form of law, in the county of St. Louis.

THOMAS L. SALISBURY.

St. Louis, *Nov.* 25, 1857.

Know all men by these presents, that we, Alton R. Easton and Charles Gibson, are held and firmly bound unto Thomas L. Salisbury, in the full and just sum of two hundred dollars, to be paid to the said Thomas L. Salisbury, his heirs, executors, administrators, or assigns: to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this day of November, in the year of our Lord one thousand eight hundred and fifty-seven.

Whereas, lately, at the term of the supreme court of the State of Missouri, in a suit depending in said court, between Alton R. Easton, plaintiff, and Thomas L. Salisbury, judgment was rendered against the said Alton R. Easton, and the said Alton R. Easton, having obtained a writ of error of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Thomas L. Salisbury, citing and admonishing him to be and appear at a Supreme Court of the United States to be holden at Washington, the first Monday of December next:

Now the condition of the above obligation is such, that if the said Alton R. Easton shall prosecute said writ to effect, and answer all damages and cost if he fail to make good his plea, then the above obligation to be void, else to remain in full force and virtue.

A. R. EASTON. [SEAL.]
C. GIBSON. [SEAL.]

Sealed and delivered in presence of

Approved by WILLIAM SCOTT,
Presiding Judge of the Supreme Court within and for the State of Missouri.

of the judgment of a plea which is in the said supreme court, before you, between Alton R. Easton, plaintiff, and Thomas L. Salisbury, defendant, a manifest error hath happened, to the great damage of the said Alton R. Easton, plaintiff, as by his complaint appears, we being willing that error, if any hath been, should be duly corrected, and full and speedy justice to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness the honorable Roger B. Taney, Chief Justice of the said Supreme Court, this fifth of November, in the year of our Lord one thousand eight hundred and fifty-seven.

Issued at office in the city of St. Louis, with the seal of the circuit court of the United States for the district of Missouri, dated as aforesaid.

BEN. F. HICKMAN,
Clerk C. C. U. S. Missouri District.

Allowed by

THE STATE OF MISSOURI, *ss:*

I, William S. Glanville, clerk of the supreme court of said State, held at St. Louis, herewith transmit to the Supreme Court of the United States, at Washington city, a full, true, and complete transcript of the record and proceedings in the case of Alton R. Easton, plaintiff, against Thomas L. Salisbury, defendant, as had in our said supreme court, as fully as the same [remains] of record and on file in my office.

In testimony whereof, I hereto set my hand and the seal of said supreme court, at office in St Louis, this twenty-third day of November, anno eighteen hundred and fifty-seven.
[SEAL.]

WM. S. GLANVILLE.
Clerk.

The United States of America to Thomas L. Salisbury, greeting

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defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable William Scott, presiding judge of the supreme court of Missouri, this twenty-fourth day of November, in the year of our Lord one thousand eight hundred and fifty-seven.

WILLIAM SCOTT.

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THOMAS L. SALISBURY.

ST. LOUIS, *Nov.* 25, 1857.

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A. R. EASTON. [SEAL.]
C. GIBSON. [SEAL.]

Sealed and delivered in presence of

Approved by

WILLIAM SCOTT,
Presiding Judge of the Supreme Court within and for the State of Missouri.